

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holdings, Inc.

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc  
Name of Transferee

Name and Address where notices to transferee should be sent:  
Morgan Stanley & Co. International plc  
25, Cabot Square,  
Canary Wharf,  
London E14 4QA

With a copy to:  
Richards Kibbe & Orbe L.L.P.  
One World Financial Center  
New York, NY 10281-1003  
Fax: 212-530-1801  
Attn: Managing Clerk

Banca IMI SPA

Name of Transferor

Court Claim # (if known): 50330

Amount of Claim: \$ 7,125,500.00

Date Claim Filed: 28<sup>th</sup> October 2009

Phone: + 44 207 677 7974  
E-mail: lndistressed@morganstanley.com

Phone: + 212 530 1800

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

572171.1/153-05435

Wire Instructions:

**USD PAYMENT INSTRUCTIONS:**

TO: CHASE MANHATTAN  
NEW YORK, NY  
SWIFT: CHASUS33  
ACCOUNT NAME: MORGAN STANLEY &  
CO. INTERNATIONAL plc  
SWIFT: MSLNGB2X  
ACCOUNT NUMBER: 066617758  
REF: Fixed Income

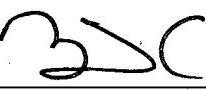
**EUR PAYMENT INSTRUCTIONS:**

TO: CITIBANK N.A.  
SWIFT: CITIGB2L  
ACCOUNT NAME: MORGAN STANLEY & C  
INTERNATIONAL plc  
SWIFT: MSLNGB2X  
ACCOUNT NUMBER: 12221071  
IBAN:  
GB15CITI18500812221071  
REF: Fixed Income

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MORGAN STANLEY & CO. INTERNATIONAL PLC

By:  BRIAN CRIPPS  
Authorised Signatory  
Transferee/Transferee's Agent Date: 27.7.2010

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banca IMI SPA** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Morgan Stanley & Co. International plc** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the \$7,125,500.00 specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50330 filed by or on behalf of **Banca IMI SPA** (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

5. Seller shall as soon as reasonably practicable remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 2 day of July 2010.

BANCA IMI SPA

By: Massimo Baldi  
Name: MASSIMO BALDI  
Title: HEAD OF CREDIT TREASURY

P.Giordano Dell'Amore 3  
20121 Milano  
Italy  
E-mail: [legal.department@bancaimi.com](mailto:legal.department@bancaimi.com)

Roberto Padelli

ROBERTO PADELLI  
HEAD OF CREDIT TRADING

MORGAN STANLEY & CO. INTERNATIONAL  
PLC

By: Brian Cripps  
Name:  
Title:  
BRIAN CRIPPS  
Authorised Signatory  
25, Cabot Square  
Canary Wharf  
London E14 4QA  
E-mail: [Indistressed@morganstanley.com](mailto:Indistressed@morganstanley.com)

Schedule 1

Transferred Claims

Purchased Claim

100% of XS0259691383 = USD 7,125,500.00 of USD 7,125,500.00 (the outstanding amount of XS0259691383 as described in the Proof of Claim as of July 2, 2010),

Original claim amount USD 14,293,753.00 – proof of claim number 50330  
(the outstanding principal amount of the Proof of Claim as of July 2, 2010).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount & Accrued Interest	Coupon	Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	XS0259691383	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	EUR 5,000,000.00	Capital Protected Note	6/27/2011

**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000050330



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

BANCA IMI S.p.A.  
 P. GIORDANO DELL'AHORE 3  
 20121 MILANO  
 ITALY  
 ATTN: LEGAL DEPARTMENT

Telephone number: +39.02.72611 Email Address: [LEGAL.DEPARTMENT@BANCAMI.COM](mailto:LEGAL.DEPARTMENT@BANCAMI.COM)

Name and address where payment should be sent (if different from above)

Telephone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ SEE SCHEDULE (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): SEE SCHEDULE (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

SEE SCHEDULE (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

74075 CLEARSTREAM BANK (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:  
October 27  
 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. ANNEKA HUNARI  
GENERAL MANAGER

FOR COURT USE ONLY  
**FILED / RECEIVED**

OCT 28 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

*PENALTY FOR FRAUDULENT CLAIM*: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**BANCA IMI S.P.A.**

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150- 5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



**SCHEDULE ATTACHED TO THE LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM FILED BY BANCA IMI S.p.A.**  
**- NOTES HELD BY BANCA IMI ON ITS OWN ACCOUNT**

ISIN	Issuer	Guarantor	Claim (in the original currency, being EUR)	Claim (in US\$)	Clearstream Bank blocking number	Accountholders Clearstream Bank Participant Account Number
XSO252834576	Lehman Brothers Holdings Inc.	N/A	3,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	4,275.30 plus interest and accrued unpaid up to (but excluding) September 15, 2008	CA28230	74075
XSC0211814123	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1,230,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	1,752,873.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	CA28229	74075
XSC0213899510	Lehman Brothers Holdings Inc.	N/A	5,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	7,125.50 plus interest and accrued unpaid up to (but excluding) September 15, 2008	CA28232	74075



XS0215349357	Lehman Brothers UK Capital Funding LP	Lehman Brothers Holdings PLC	1,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	1,425.10 plus interest accrued and unpaid up to (but excluding) September 15, 2008	CA28231	74075
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	696,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	991,869.60 plus interest accrued and unpaid up to (but excluding) September 15, 2008	CA28236	74075
XS0202417050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	246,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	350,574.60 plus interest accrued and unpaid up to (but excluding) September 15, 2008	CA28239	74075
XS0220704109	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	182,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	259,368.20 plus interest accrued and unpaid up to (but excluding) September 15, 2008	CA28237	74075
XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	922,000.00 plus interest accrued and	1,313,942.20 plus interest accrued and	CA28241	74075



**BANCA IMI**

		unpaid up to (but excluding) September 15, 2008	unpaid up to (but excluding) September 15, 2008	
XS0181945972	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	753,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	1,073,100.30 plus interest and accrued unpaid up to (but excluding) September 15, 2008
XS0195431613	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	271,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	386,202.10 plus interest and accrued unpaid up to (but excluding) September 15, 2008
XS0200284247	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	248,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	353,424.80 plus interest and accrued unpaid up to (but excluding) September 15, 2008
XS0268648952	Lehman Brothers Holdings Inc.	N/A	250,000.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008	356,275.00 plus interest and accrued unpaid up to (but excluding) September 15, 2008

XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	223,000.00 plus accrued and unpaid up to (but excluding) September 15, 2008	317,797.30 plus accrued and unpaid up to (but excluding) September 15, 2008	CA28246	74075
XS0259691383	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	5,000,000.00 plus accrued and unpaid up to (but excluding) September 15, 2008	7,125,500.00 plus accrued and unpaid up to (but excluding) September 15, 2008	CA28245	74075
<b>TOTAL</b>			<b>10,030,000.00</b> plus accrued and unpaid up to (but excluding) September 15, 2008	<b>14,293,753.00</b> plus interest accrued and unpaid up to (but excluding) September 15, 2008		

Please note that Banca IMI reserves its rights to seek payment of interests to the fullest extent permitted by the applicable law and the Court, at the applicable interest rate and its rights to seek payment of costs, yet to be determined, to the fullest extent permitted by the Court, the Bankruptcy Code and any applicable law.

**BANCA IMI**

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DATE

10/28/09

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